

CHICAGO AND



TRANSPORTATION COMPANY

~~August 24, 1984~~ SEP 28 1984

OFFICE OF THE SECRETARY

File No. A-12150-B (A-384)

RECORDATION NO. 14228

DIRECT DIAL NUMBER

(312) 559-6167

Ms. Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

OCT 1 1984 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement dated as of December 15, 1983 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of December 15, 1983 between North Western Leasing Company, and First National Bank of Saint Paul, assigned Recordation No. 14228 and 14228A respectively, on December 23, 1983.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #1 dated August 1, 1984 covering substitution of twenty-five (25) 50' boxcars as described on Schedule A-1 attached to the Agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606.
3. First National Bank of Saint Paul, 332 Minnesota Street, St. Paul, Minnesota 55101.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

4-275A060

Sincerely,

No. \_\_\_\_\_  
Date OCT 1 1984  
Fee \$ 10.00  
ICC Washington, D.C.

*Joan A. Schramm*  
Joan A. Schramm  
Assistant Secretary

OCT 1 1 27 PM '84  
MOTOR OPERATING UNIT  
ICC OFFICE OF  
THE SECRETARY

Enclosures

cc: G. R. Charles (A-384)  
R. F. Guenther  
R. L. Johnson

D. E. Stockham, Attn: P. J. Brod  
M. R. Jeske  
Arthur Anderson & Co., Attn: Paul Keglevic  
First National Bank of Saint Paul

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OCT 1 1984 - 1 35 PM

AMENDMENT #1  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 15, 1983  
Between  
Chicago And North Western Transportation Company  
And  
North Western Leasing Company  
And To  
AGREEMENT AND ASSIGNMENT  
Dated As of December 15, 1983  
Between  
North Western Leasing Company  
and  
First National Bank of Saint Paul  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT #1 is dated as of the first day of August, 1984 among Chicago and North Western Transportation Company, North Western Leasing Company and First National Bank of Saint Paul (the "Bank") (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Conditional Sale Agreement (the "CSA") and Agreement and Assignment (the "Assignment"))).

WHEREAS, the Railroad and the Seller entered into the CSA, pursuant to the Finance Agreement dated as of November 15, 1983 among the Railroad, the Seller and the Bank which CSA was secured with collateral consisting of, among other Equipment, the 50' boxcars identified in Column 3 of Schedule A-1 (the "Released Cars") attached hereto and made a part hereof;

WHEREAS, the Railroad and the Seller wish to substitute under the CSA alternate 50' boxcars identified in Column 5 of Schedule A-1 (the "Substituted Cars") in place of the Released Cars;

WHEREAS, 17 50' boxcars were incorrectly referenced in the original schedule A to the CSA as CNW 160338 through CNW 160359 (the "Misnumbered Cars");

WHEREAS the Railroad and the Seller wish to amend the references to the Misnumbered Cars under the original Schedule A to the CSA to reference CNW 160838 through CNW 160859 respectively (the "Corrected Cars"); and

WHEREAS, the interests of the Seller in the CSA were assigned to the Bank under the Assignment which Bank wishes to consent to the changes described.

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that all references to the Mis-numbered Cars are deleted from the original Schedule A to the CSA and the Corrected Cars are hereby referenced respectively in their place on Schedule A.

2. It is hereby agreed that the Released Cars are deleted from the original Schedule A to the CSA (as such Schedule is amended by 1 above) and the Substituted Cars are hereby added to the original Schedule A to the CSA as units of Equipment under and subject to the CSA and the Assignment and upon filing of this Amendment #1 with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303, such units shall be deemed to have been sold, delivered and settled for under the CSA and the Assignment.

3. The Bank hereby releases to the Railroad, effective upon the Bank's obtaining a first priority security interest in the Substituted Cars under the CSA and Assignment, its security interest in the Released Cars and, if requested by the Railroad and at the Railroad's expense, agrees to execute and deliver to the Railroad or the Railroad's vendee or nominee, a bill of sale (without warranties) for the Released Cars or portion thereof and such other documents as may be necessary or appropriate to make clear upon the public records the release of the security interest of the Bank in the Released Cars.

4. All other terms and conditions of the CSA and Assignment shall remain in full force and effect unmodified hereby.

IN WITNESS WHEREOF, the parties hereto have signed this  
Amendment #1 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

By *JB*  
Vice President - Finance

Attest:

*Joan A. Schramm*  
Assistant Secretary

NORTH WESTERN LEASING COMPANY

[Corporate Seal]

By *JB*  
Vice President

Attest:

*Joan A. Schramm*  
Assistant Secretary

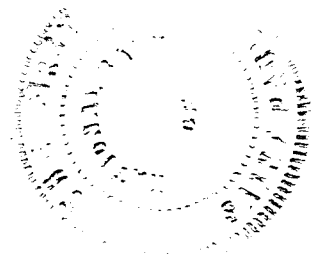
FIRST NATIONAL BANK  
OF SAINT PAUL

[Corporate Seal]

By *Jack T. Sanetti*  
Assistant Vice President

Attest:

\_\_\_\_\_  
D8/20rb



STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

On this 24<sup>th</sup> day of August, before me personally appeared J. A. Singlet, to me Personally known who, being by me duly sworn, says that he is Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret Hanlon  
Notary Public

[Notarial Seal]

My Commission expires: 2/25/86

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

On this 24<sup>th</sup> day of August, before me personally appeared J. A. Singlet, to me personally know, who, being by me duly sworn, says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret Hanlon  
Notary Public

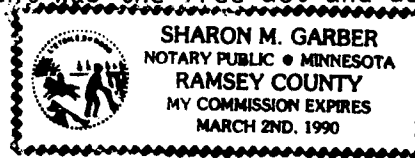
[Notarial Seal]

My Commission Expires: 2/25/86

D8/20rb

STATE OF MINNESOTA       )  
COUNTY OF RAMSEY       )   SS.

On this 10th day of August, before me personally appeared Jack T. Garrett, to me personally known who, being by me duly sworn, says that he is Asst. Vice President of FIRST NATIONAL BANK OF SAINT PAUL, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Sharon M. Garber  
Notary Public

(Notarial Seal)

My Commission Expires:

SCHEDULE A-1  
 CONDITIONAL SALES AGREEMENT DATED 12/15/83  
 BETWEEN  
 CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 AND  
 NORTH WESTERN LEASING COMPANY  
 AS ASSIGNED TO  
 FIRST NATIONAL BANK OF ST. PAUL

		Column 3	Column 4	Column 5	Column 6
Quantity	Description	Railroad System No. of Car to be Replaced	Purchase Price	Railroad System No. of Substitute Car	Purchase Price
25	50' Boxcar	CNW 160366	24,823	CNW 161199	24,568
		CNW 160381	24,823	CNW 161201	24,568
		CNW 160387	24,823	CNW 161202	24,568
		CNW 160395	24,823	CNW 161203	24,568
		CNW 160812	24,883	CNW 161205	24,568
		CNW 160816	24,883	CNW 161206	24,568
		CNW 160817	24,883	CNW 161207	24,568
		CNW 160818	24,883	CNW 161208	24,568
		CNW 160820	24,883	CNW 161209	24,568
		CNW 160822	24,883	CNW 161210	24,568
		CNW 160823	24,883	CNW 161211	24,568
		CNW 160825	24,883	CNW 161212	24,568
		CNW 160835	24,883	CNW 161213	24,568
		CNW 160838	24,883	CNW 161216	24,568
		CNW 160839	24,883	CNW 161217	24,726
		CNW 160840	24,883	CNW 161218	24,726
		CNW 160841	24,883	CNW 161220	24,568
		CNW 160849	24,883	CNW 161221	24,568
		CNW 160851	24,883	CNW 161222	24,568
		CNW 160854	24,883	CNW 161223	24,726
		CNW 160862	24,883	CNW 161224	24,726
		CNW 160866	24,883	CNW 161225	24,726
		CNW 160868	24,883	CNW 161226	24,726
		CNW 160869	24,883	CNW 161227	24,726
		CNW 160872	24,883	CNW 161229	24,568
			621,835		615,306

D1/22hw